

SUMMONS

IN THE CIRCUIT COURT OF GREENBRIER COUNTY, WEST VIRGINIA

M.T. BORES, LLC,

Plaintiff,

v.

Civil Action No.: 20-C-69(D)

**MOUNTAIN VALLEY PIPELINE, LLC;
US TRINITY ENERGY SERVICES, LLC;**

Defendants.

To the above-named Defendant:

**MOUNTAIN VALLEY PIPELINE, LLC
c/o Corporation System
1627 Quarrier Street
Charleston, WV 25311**

IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby summoned and required to serve upon James W. Lane, Jr. and Eric M. Johnson, Plaintiff's attorneys, whose address is 200 Capitol Street, Charleston, WV 25338-3843, an answer, including any related counterclaim you have, to the Amended Complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you. You are required to serve your answer within **30** days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Amended Complaint and you will be thereafter barred for asserting in another action any claim you may have which must be asserted by Counterclaim in the above-styled civil action.

Dated: 7/23/20


Greenbrier County Circuit Court
912 North Court Street
Lewisburg, WV 24901

SUMMONS

IN THE CIRCUIT COURT OF GREENBRIER COUNTY, WEST VIRGINIA

M.T. BORES, LLC,

Plaintiff,

v.

Civil Action No.: 20-C-169
(D)

**MOUNTAIN VALLEY PIPELINE, LLC;
US TRINITY ENERGY SERVICES, LLC;**

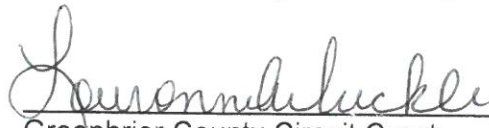
Defendants.

To the above-named Defendant:

**MOUNTAIN VALLEY PIPELINE, LLC
c/o Corporation System
1627 Quarrier Street
Charleston, WV 25311**

IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby summoned and required to serve upon James W. Lane, Jr. and Eric M. Johnson, Plaintiff's attorneys, whose address is 200 Capitol Street, Charleston, WV 25338-3843, an answer, including any related counterclaim you have, to the Amended Complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you. You are required to serve your answer within 30 days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Amended Complaint and you will be thereafter barred for asserting in another action any claim you may have which must be asserted by Counterclaim in the above-styled civil action.

Dated: 7/23/20


Greenbrier County Circuit Court
912 North Court Street
Lewisburg, WV 24901

IN THE CIRCUIT COURT OF GREENBRIER COUNTY, WEST VIRGINIA

M.T. BORES, LLC,

Plaintiff,

v.

Civil Action No. 20-C- 69

Judge (D)

MOUNTAIN VALLEY PIPELINE, LLC;
US TRINITY ENERGY SERVICES, LLC;

Defendants.

AMENDED COMPLAINT

FILED

JUL 23 2020

**CIRCUIT COURT GREENBRIER COUNTY, WV
LOUVONNE ARBUCKLE, CLERK**

1. Plaintiff M.T. Bores, LLC (“MT Bores”) is a Missouri limited liability company.
2. Defendant Mountain Valley Pipeline, LLC (“MVP”) is a Delaware limited liability company.
3. Defendant US Trinity Energy Services, LLC (US Trinity) is a Texas limited liability company.
4. Venue lies in Greenbrier County, West Virginia, as it is the *situs* of the real property described herein.
5. This Court has personal jurisdiction over the parties and subject matter jurisdiction over this action.

FACTS

6. The real property described herein (the “Subject Property”) is an easement owned by Mountain Valley Pipeline, LLC that it acquired from Ethel Florence Zickafoose and others by instrument dated January 10, 2017 and recorded in Greenbrier County Deed Book 588, page 173, and assessed on Tax Map 13, as parcel 24, Greenbrier County, West Virginia, situate at or near GPS

coordinates 37.840706; -80.748296. The Subject Property is an easement seventy-five (75') feet wide, and across the Zickafoose property for installation of a 42" pipeline for the transportation of oil, natural gas, their byproducts and other liquids and gasses. The easement agreement is attached hereto as Exhibit 1.

7. The Subject Property is the location where Mountain Valley Pipeline's gas pipeline crosses under US Rt 64.

8. US Trinity entered into a contract for the installation of a 42" pipeline across property in southern West Virginia, including on the Subject Property.

9. On or after May 17, 2019, MT Bores entered into a subcontract with US Trinity Energy Services, LLC to manufacture and deliver specialized equipment to bore a tunnel under US Rt. 64 where the said interstate exists over and across the Subject Property. The equipment consisted of a boring machine, hammer tools and a jacking unit to bore the tunnel and install a 42" pipeline.

10. MT Bores' duty under the subcontract was to furnish the equipment. US Trinity was responsible for operating the equipment to bore the tunnel and install the pipeline.

11. MT Bores manufactured and furnished the equipment to the job site in good operating condition. At this time, MT Bores had fully performed its duties under its subcontract with US Trinity.

12. The equipment manufactured and furnished by MT Bores had a value of \$671,525.00, together with interest at the legal rate. MT Bores was paid \$120,000.

13. Before the work to install the pipeline was completed, the jobsite was idled for a time and then US Trinity notified MT Bores to leave the jobsite because MVP cancelled the project.

14. By furnishing the equipment in good and operational condition, MT Bores performed all conditions precedent to payment under its subcontract.

15. US Trinity has failed to pay the amount owed.

16. On January 23, 2020, within 100 days after it ceased to furnish the equipment, M.T. Bores duly caused a *Notice of Mechanic's Lien* in the amount of \$515,125.00 to be recorded in the Office of the Clerk of the County Commission of Greenbrier County pursuant to the provisions of W. Va. Code § 38-2-1, *et seq.* See, Exhibit 2. That same day M.T. Bores duly served upon Defendant a *Notice of Mechanic's Lien* in accordance with the provisions of W. Va. Code § 38-2-1, *et seq.* See, Exhibit 3. On January 24, 2020, within 100 days after it ceased to furnish the equipment, M.T. Bores duly caused a *Corrective Notice of Mechanic's Lien* to be recorded in the Office of the Clerk of the County Commission of Greenbrier County pursuant to the provisions of W. Va. Code § 38-2-1, *et seq.* See, Exhibit 4. That same day M.T. Bores duly served upon Defendant a *Corrective Notice of Mechanic's Lien* in accordance with the provisions of W. Va. Code § 38-2-1, *et seq.* See, Exhibit 5.

17. MT Bores holds a valid mechanic's lien in the amount of \$515,125 on the Subject Property and upon all structures, improvements, and buildings thereupon to secure payment of said sum.

COUNT I

Foreclosure of Mechanics' Lien

18. MT Bores repeats and restates each of the foregoing paragraphs as if fully restated herein *verbatim*.

19. Defendant claims right, title, or interest in or to the Subject Property which claim is junior or inferior to M.T. Bores' mechanic's lien.

20. M.T. Bores has a valid, enforceable mechanic's lien upon the Subject Property and is vested with all rights and remedies set forth in W. Va. Code § 38-2-1, *et seq.*

COUNT II

Money Judgment for Breach of Contract

21. MT Bores repeats and restates each of the foregoing paragraphs as if fully restated herein *verbatim*.

22. MT Bores has a valid contract with US Trinity.

23. MT Bores has performed all duties and conditions precedent to payment under the contract as alleged herein.

24. US Trinity has breached the contract by failing to pay sums due as agreed.

COUNT III

Money Judgment for Quantum Meruit and Quantum Valebant

25. MT Bores repeats and restates each of the foregoing paragraphs as if fully restated herein *verbatim*.

26. MT Bores has provided machinery to the Subject Property pursuant to Defendant's contract with US Trinity.

27. Defendants unilaterally and without cause terminated all construction activity for the project, including work on the Subject Property.

28. Under the circumstances, MVP and US Trinity are liable to MT Bores for the reasonable value of MT Bores' equipment provided, based on *quantum meruit*, and/or *quantum valebant* and/breach of implied contract.

29. Mountain Valley Pipeline and US Trinity have failed and refused to pay MT Bores the reasonable value of the machinery furnished to the Subject Property.

30. To permit Mountain Valley Pipeline to retain the benefit of MT Bores' machinery provided to the Subject Property would be unjust.

COUNT IV

Unjust Enrichment

31. Plaintiff repeats and restates each of the foregoing paragraphs as if fully restated herein verbatim.

32. Defendants have been unjustly enriched at the expense of Plaintiff by and through the equipment provided at the expense of Plaintiff and for which Plaintiff has not yet been paid.

33. To permit Defendants to retain the benefit of Plaintiff's equipment would be unjust.

PRAYER FOR RELIEF

WHEREFORE, M.T. Bores, LLC demands judgment against Mountain Valley Pipeline, LLC and US Trinity Energy Services, LLC, as follows:

1. That M.T. Bores, LLC be adjudged to have a valid and enforceable lien on the Subject Property and upon all structures, improvements, and buildings thereupon, and that the Subject Property be ordered sold by the Sheriff of Greenbrier County, West Virginia, according to law, and that all proceeds of the sale be applied to M.T. Bores, LLC's claim and to the cost of these proceedings and the sale of the Subject Property;

2. For money judgment against US Trinity Energy Services, LLC for breach of the contract between the parties;

3. Money judgment against Mountain Valley Pipeline LLC and US Trinity Energy Services, LLC for the reasonable value of M.T. Bores, LLC's performance and fulfillment of its

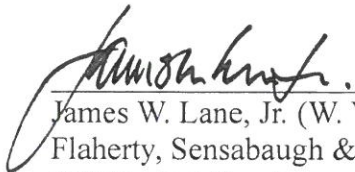
agreement to provide the equipment to the Subject Property and/or damages for breach of the Contract;

4. For any other and further relief this Court may deem just and proper;
5. For an award of attorneys' fees and costs of this action according to law; and
6. For an award of pre and post-judgment interest as allowed by law.

M.T. Bores, LLC respectfully demands a trial by jury on all issues so triable.

M.T. Bores, LLC,

By Counsel.



James W. Lane, Jr. (W. Va. Bar No. 6483)
Flaherty, Sensabaugh & Bonasso, PLLC
200 Capitol Street
Post Office Box 3843
Charleston, West Virginia 25338-3843
(304) 345-0200 (telephone)
(304) 345-0260 (facsimile)

505 (b) (1)

COATES FIELD SERVICE INC
97 CAMBRIDGE PLACE
BRIDGEPORT, WV 26330-2820

Robin Lunderwilk
GREENBRIER County 04:00:36 PM
Instrument No 247756
Date Recorded 02/28/2017
Document Type DEED
Pages Recorded 3
Book-Page 580-173
Recording Fee \$11.00
Transfer Tax \$121.00
HB4331 Tax \$60.50
Additional \$25.00

When Recorded Return to:
97 Cambridge Place
Bridgeport, WV 26330

PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT

Counterpart 1 of 2

This PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT ("Agreement") is made and entered into this 10 day of January, 2017, by and between **ETHEL FLORENCE ZICKAFOOSE AND RUBY ANN ZICKAFOOSE AKA RUBY A. ZICKAFOOSE HOLLIDAY** of 1240 Lawn Road, Meadow Bridge, WV 25976-9332 ("Grantor"), and **Mountain Valley Pipeline LLC**, a Delaware limited liability company, with an address of 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222 ("Grantee").

For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Grantor, hereby grants and conveys, with covenant of General Warranty, to Grantee a perpetual right of way and easement in the location depicted on "Exhibit A" attached hereto, to lay, construct, maintain, operate, renew, alter, improve, protect, repair, replace, and remove a pipeline (the "Pipeline") up to 42 inches in diameter, for the transportation of oil, natural gas, and their byproducts, and other liquids and gases, together with all necessary or convenient rights, equipment and appurtenances thereto, including, but not limited to pipeline markers and devices for cathodic protection, together with ingress and egress thereto. Said perpetual right of way and easement is over, upon and across the lands of the Grantor being in Blue Sulphur District, Greenbrier County, West Virginia, which lands or part thereof were conveyed to Grantor from (1) The Estate of J. W. Zickafoose by Will dated May 30, 1945, and recorded in Book 15, Page 104 and from (2) The Estate of Stella Zickafoose by Will dated December 3, 1979, and recorded in Book 44, Page 82 and from (3) Erma Lee Zickafoose Felts and Jimmie Felts, her husband; Aretta J. Zickafoose Delmas, single; Shadrack A. Zickafoose and Frances Zickafoose, his wife; William Morgan Zickafoose and Ellen Zickafoose, his wife; Elbert Zickafoose and Jo Ellen Zickafoose, his wife; Nina F. Zickafoose Emmerling and Kurt Emmerling, her husband by General Warranty Deed dated July 3, 1991, and recorded in Book 414, Page 31 in Greenbrier County, West Virginia, being Tax ID#: 3-13-24 (the "Property").

1. It is understood and agreed by Grantor and Grantee that the right of way and easement shall be seventy-five (75) feet in width.

2. It is further agreed that Grantee is granted and conveyed the following temporary rights of way and easements (which shall expire upon final completion of the construction and reclamation of the Pipeline and affected areas): (i) a right of way and easement of fifty (50) feet that parallels the perpetual right of way and easement; and (ii) a workspace(s) right of way and easement in the location depicted on Exhibit A. It is understood between the Grantor and Grantee that any future additional temporary workspace(s) deemed necessary by the Grantee for the pipeline constructed hereunder, if any, are to be compensated for at the same rate per acre as the aforementioned fifty foot (50') temporary right of way.

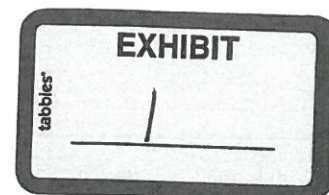
3. Grantor further grants the right of ingress and egress to and from said pipeline right of way on, over and through existing or future roads, the right of way herein granted, and across adjoining lands as shown on Exhibit A, for purposes of transporting pipe, materials, machinery, and equipment to and from other lands in and about the construction, operation, maintenance, replacement and removal of the pipeline constructed hereunder.

4. Grantor shall not place or permit to be placed any obstruction on or over the right of way and easement area, including but not limited to buildings, houses, garages, sheds, trees, vehicles or other items, and Grantor shall not store or permit to be stored any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the easement and right of way area, nor permit the right of way area to be covered by standing water, except in the course of normal seasonal water migration. Grantor shall not change or permit to be changed the depth of cover over the right of way and easement area.

5. Grantee shall have the right to maintain said right of way and easement by keeping the right of way free from all trees, limbs, undergrowth and brush which, in the judgment of the Grantee, might interfere with the use of said right of way and easement.

6. Grantee, its successors or assigns, is further granted the right to replace all or any part of the Pipeline or any portion thereof by laying such replacement not more than fifteen (15) feet from the section of Pipeline being replaced. Grantee, its successors and assigns, is also given the right to increase or decrease the diameter of any replacement pipe.

Tract No. WV GR-072 & MVP-GB-194



Mountain Valley Pipeline

7. The grant of the said right of way and easement shall not exclude Grantor from enjoying and using said lands as heretofore used in any way that does not interfere with the said use of the right of way and easement herein granted for the purposes aforesaid.

8. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs and administrators and executors.

9. It is hereby understood that no agreement or representation concerning this Agreement shall be binding on the Grantee unless expressed in a writing signed by the Grantee; and any agreements or representations, verbal or written, made by any person on behalf of either the Grantor or the Grantee not contained in this instrument are unauthorized and do not bind the parties. This instrument may be executed in one or more counterparts, each of which will be deemed to be an original copy of this instrument and all of which will be deemed to comprise one single instrument. This right of way and easement shall run with the land and shall remain in force and effect until released and relinquished by the Grantee back to the Grantor, in writing.

10. The Grantor herein declares that the value of the interest in the real estate transfer herein, to the best of their knowledge and belief is Twenty Seven Thousand Four Hundred Four Dollars and Eighteen Cents (\$27,404.18).

TO HAVE AND TO HOLD the said Right of Way unto Grantee, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

GRANTOR(S):

Ethel Florence Zickafoose
Ethel Florence Zickafoose

Ruby Ann Zickafoose
Ruby Ann Zickafoose Holliday
Ruby Ann Zickafoose Aka Ruby
A. Zickafoose Holliday

INDIVIDUAL ACKNOWLEDGEMENT

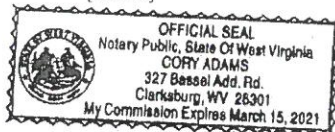
STATE OF West Virginia §
COUNTY Greenbrier §

I, Cory Adams, a Notary Public in and for said County and State, certify that, Ethel Florence Zickafoose, personally known to me to be the same person who signed above, appeared before me today in said State and County, and acknowledged and delivered the instrument to be their free act and deed.

Given under my hand this 10th of January, 2017.

My Commission expires: March 15, 2021

[SEAL]



Cory Adams
Notary Public

ACKNOWLEDGEMENT

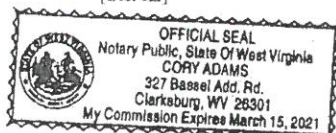
STATE OF West Virginia §
COUNTY Greenbrier §

I, Cory Adams, a Notary Public in and for said County and State, certify that, Ruby Ann Zickafoose Aka Ruby A. Zickafoose Holliday, personally known to me to be the same person who signed above, appeared before me today in said State and County, and acknowledged and delivered the instrument to be their free act and deed.

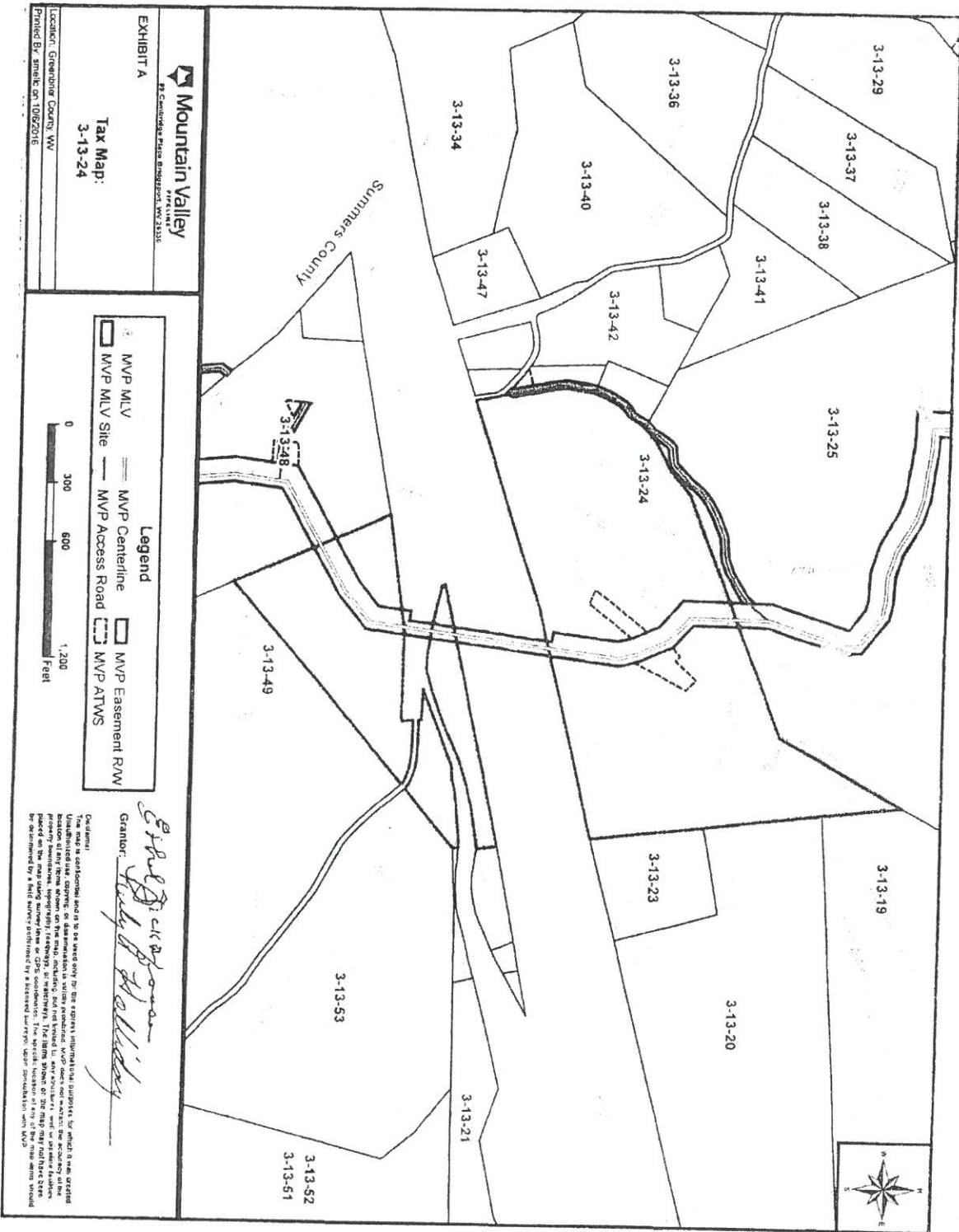
Given under my hand this 10th of January, 2017.

My Commission expires: March 15, 2021

[SEAL]



Cory Adams
Notary Public



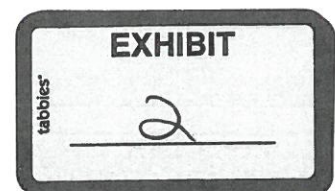
Greenbrier County
Robin Loderhills Clerk
Instrument 275486
01/23/2020 @ 10:00:50 PM
MECHANIC'S LIEN
Book 13 & Page 80
Pages Recorded 1
Remain due 001/1/20

NOTICE OF MECHANIC'S LIEN

TO:
Mountain Valley Pipeline, LLC
c/o CT Corporation System
1627 Quarrier St
Charleston, WV 25311

You will please take notice that the undersigned M.T. Bores, LLC claims a lien to secure the payment of the sum of \$515,125 upon your interest in and to an easement owned by Mountain Valley Pipeline, LLC that you acquired from Ethel Florence Zickafoose and others by instrument dated January 10, 2017 and recorded in Greenbrier County Deed Book 588, page 173, on Tax Map 13, parcel 24, Greenbrier County, West Virginia, situate at or near GPS coordinates 37.840706; -80.748296, and upon the 42" pipeline on the easement, and all accessories, fixtures, equipment, improvements and rights associated with the pipeline. A copy of the map showing the said easement is attached hereto.

Given under my hand this 21st day of January, 2020.



M.T. Bores, LLC

Mark Ryan
By Mark Ryan, Member

STATE OF MISSOURI,
COUNTY OF Howell,

Mark Ryan, on behalf of M.T. Bores, LLC, being first duly sworn, upon his oath says that the statements in the foregoing notice of mechanic's lien are true, as he verily believes.

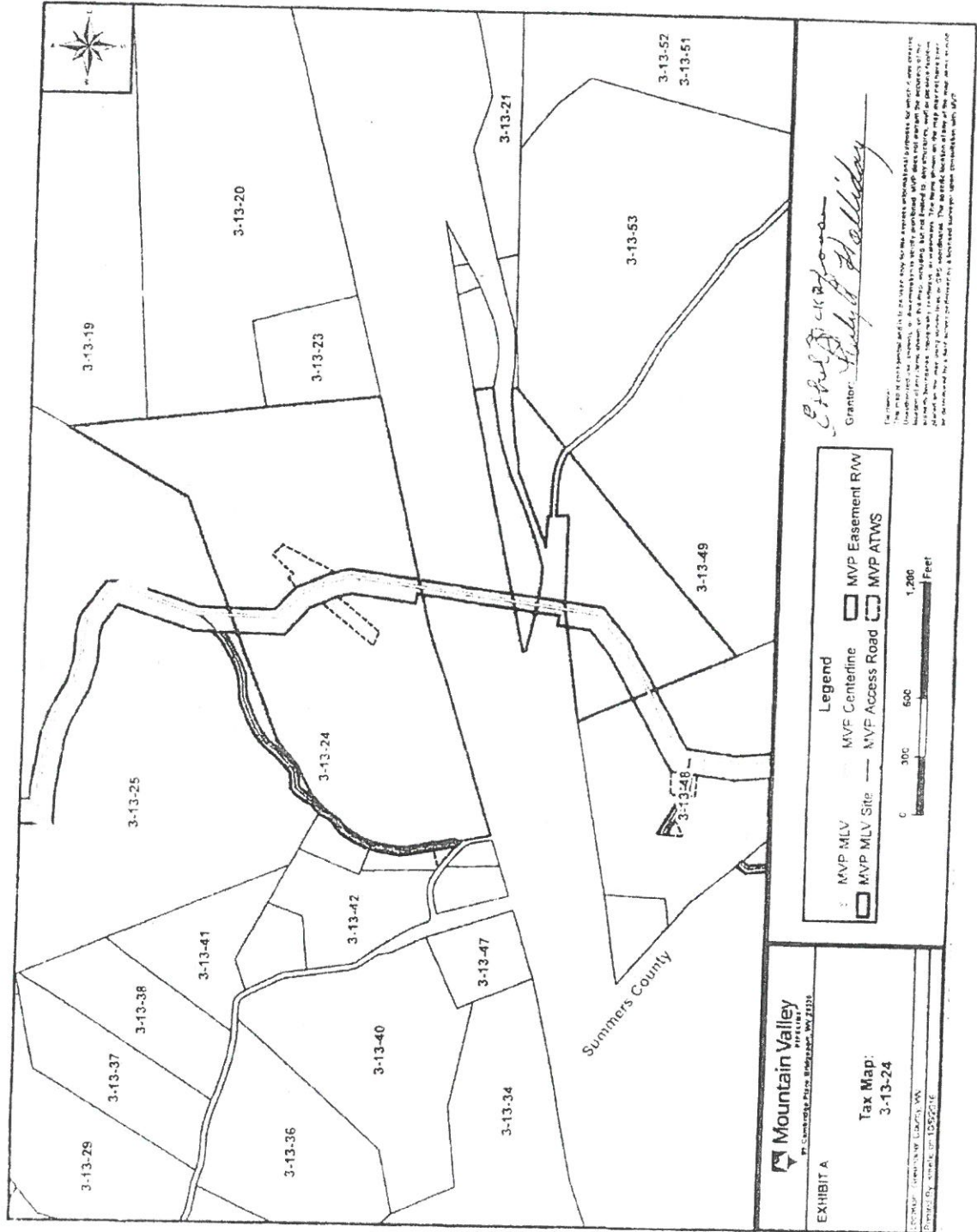
My commission expires: January 22, 2022

[Affix Notary Seal]

Karen A. Smith
Notary Public



This instrument was prepared by James W. Lane, Jr.
of Flaherty Sensabaugh Bonasso PLLC,
200 Capitol Street, Charleston, WV 25301



RETURN OF SERVICE

STATE OF WEST VIRGINIA;

COUNTY OF KANAWHA,

I, Samuel Cast, a credible person over the age of twenty-one (21) years, being first duly sworn, on my oath, that I executed the foregoing *Notice of Mechanic's Lien* by:

1. Personally delivering an exact and true copy thereof to

Candace Shedd,
Mountain Valley Pipeline, LLC, c/o CT Corporation System, at 1627 Quarrier Street, in Charleston, West Virginia, on this the 22nd day of January, 2020.

Samuel Cast

(Name of Server)

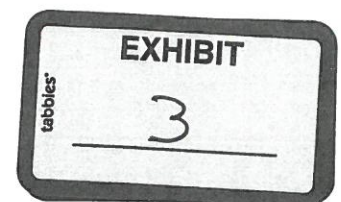
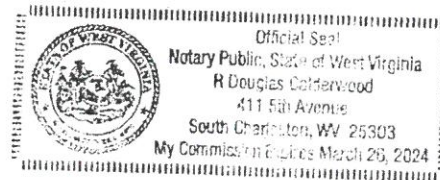
Taken, subscribed and sworn to before me on this the 22nd day of January, 2020.

Given under my hand and seal.

R Douglas Calderwood

(Notary Public)

My commission expires: 3/26/2024.



NOTICE OF MECHANIC'S LIEN

TO:

Mountain Valley Pipeline, LLC
c/o CT Corporation System
1627 Quarrier St
Charleston, WV 25311

You will please take notice that the undersigned M.T. Bores, LLC has furnished and delivered machinery and equipment and labor pursuant to a subcontract to US Trinity Energy Services, LLC which was contractor with you for use in the erection, construction and installation of a bore hole and installation of a 42" gas pipeline beneath I-64 on an easement owned by Mountain Valley Pipeline, LLC that it acquired from Ethel Florence Zickafoose and others by instrument dated January 10, 2017 and recorded in Greenbrier County Deed Book 588, page 173, on Tax Map 13, parcel 24, Greenbrier County, West Virginia, situate at or near GPS coordinates 37.840706; -80.748296. A copy of the map showing the said easement is attached hereto. The said machinery and equipment were of a nature and were furnished on the dates and in the quantities and at the price as shown in the following account thereof:

Equipment: Boring Machine and two hammer tools for a 42" pipe; Jacking unit to install line pipe and were first furnished on August 20, 2019;

Pricing: \$120,000 due when equipment delivered in West Virginia; \$110,000 due when the first pilot hole is drilled and first joint of pipe is installed; \$366,600 due when the pipeline is in place; \$15,000 for moveout; plus wages for MT Bores operators; plus fair rental value of the equipment when it was idled at the site for six weeks at rental rate of \$6,250 per week.

You will further take notice that there is still due and owing to the undersigned the sum of \$515,125 for work performed and the machinery furnished, and that it claims and will claim a lien against your interest in the said property and upon the buildings, structures and improvements thereon to secure the payment of said sum.

M.T. Bores, LLC

Mark Ryan
By Mark Ryan, Member

STATE OF MISSOURI,
COUNTY OF Howell,

Mark Ryan, on behalf of M.T. Bores, LLC, being first duly sworn, upon his oath says that the statements in the foregoing notice of mechanic's lien are true, as he verily believes.

My commission expires: January 22, 2022.

[Affix Notary Seal]

Karen Smith
Notary Public



This instrument was prepared by James W. Lane, Jr.
of Flaherty Sensabaugh Bonasso PLLC,
200 Capitol Street, Charleston, WV 25301

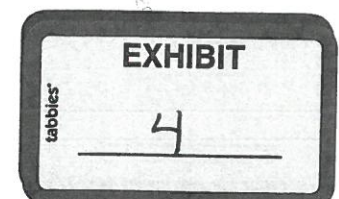
RECEIVED
FEB 11 2021
INSTRUMENT 1540
OFFICE OF THE CLERK
GREENBRIER COUNTY
DEED BOOK 588
PAGE 173
RECORDED
RECORDING OFFICE

CORRECTIVE NOTICE OF MECHANIC'S LIEN

TO:
Mountain Valley Pipeline, LLC
c/o CT Corporation System
1627 Quarrier St
Charleston, WV 25311

You will please take notice that the undersigned M.T. Bores, LLC claims a lien to secure the payment of the sum of \$515,125 upon your interest in and to an easement owned by Mountain Valley Pipeline, LLC that you acquired from Ethel Florence Zickafoose and others by instrument dated January 10, 2017 and recorded in Greenbrier County Deed Book 588, page 173, on Tax Map 13, parcel 24, Greenbrier County, West Virginia, situate at or near GPS coordinates 37.840706; -80.748296, and upon the 42" pipeline on the easement, and all accessories, fixtures, equipment, improvements and rights associated with the pipeline. A copy of the map showing the said easement is attached hereto. This Corrective instrument supplements the Notice of Mechanic's Lien recorded in Greenbrier County Mechanic's Lien Book 13, page 81, but does not increase the amount of the lien, which remains \$515,125.

Given under my hand this 23rd day of January, 2020.



M.T. Bores, LLC

Mark Ryan 1-23-2020
By Mark Ryan, Member

STATE OF MISSOURI,
COUNTY OF Howell,

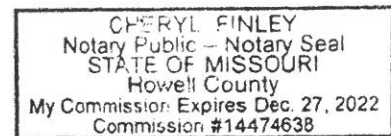
Mark Ryan, on behalf of M.T. Bores, LLC, being first duly sworn, upon his oath says that the statements in the foregoing notice of mechanic's lien are true, as he verily believes.

Taken, subscribed and sworn to before me this 23rd day of January, 2020.

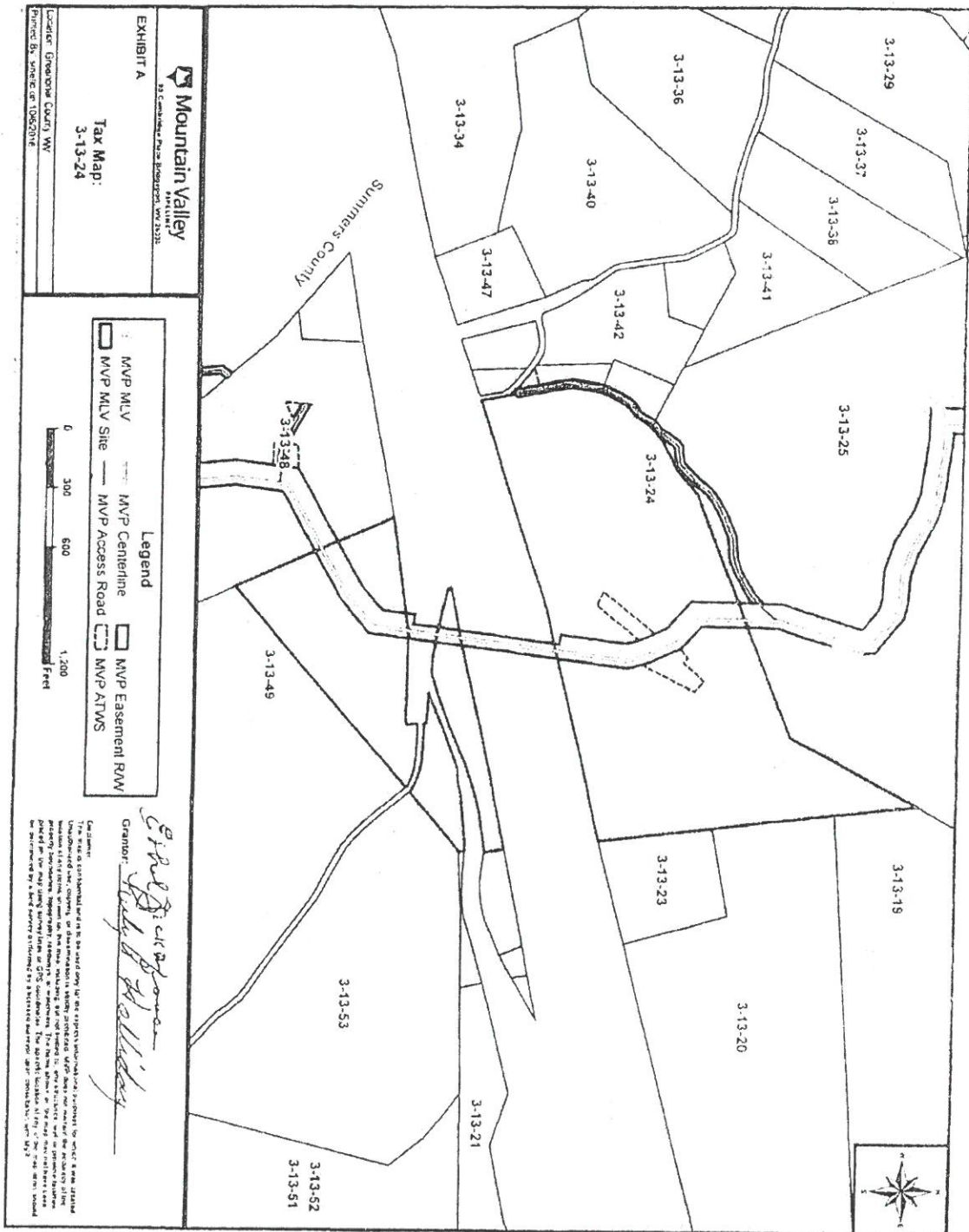
My commission expires: Dec 27, 2022

[Affix Notary Seal]

Cheryl Finley
Notary Public



This instrument was prepared by James W. Lane, Jr.
of Flaherty Sensabaugh Bonasso PLLC,
200 Capitol Street, Charleston, WV 25301



Invoice Ticket

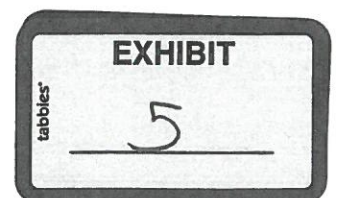
11954-54671



518983

Check #
158504

LAHERTY SENSABUGH BONASSO PLLC
ATTORNEYS AT LAW
\$20.00
1/24/2020 11:37 AM



CORRECTIVE NOTICE OF MECHANIC'S LIEN

COPY

TO:

Mountain Valley Pipeline, LLC
c/o CT Corporation System
1627 Quarrier St
Charleston, WV 25311

You will please take notice that the undersigned M.T. Bores, LLC has furnished and delivered machinery and equipment and labor pursuant to a subcontract to US Trinity Energy Services, LLC which was contractor with you for use in the erection, construction and installation of a bore hole and installation of a 42" gas pipeline beneath I-64 on an easement owned by Mountain Valley Pipeline, LLC that it acquired from Ethel Florence Zickafoose and others by instrument dated January 10, 2017 and recorded in Greenbrier County Deed Book 588, page 173, on Tax Map 13, parcel 24, Greenbrier County, West Virginia, situate at or near GPS coordinates 37.840706; -80.748296. A copy of the map showing the said easement is attached hereto. The said machinery and equipment were of a nature and were furnished on the dates and in the quantities and at the price as shown in the following account thereof:

Equipment: Boring Machine and two hammer tools for a 42" pipe; Jacking unit to install line pipe and were first furnished on August 20, 2019;

Pricing: \$120,000 due when equipment delivered in West Virginia; \$110,000 due when the first pilot hole is drilled and first joint of pipe is installed; \$366,600 due when the pipeline is in place; \$15,000 for moveout; plus wages for MT Bores operators; plus fair rental value of the equipment when it was idled at the site for six weeks at rental rate of \$6,250 per week.

You will further take notice that there is still due and owing to the undersigned the sum of \$515,125 for work performed and the machinery furnished, and that it claims and will claim a lien against your interest in the said property and upon the buildings, structures and improvements thereon to secure the payment of said sum.

Given under my hand this 23rd day of January, 2020.

[Faint, illegible text]

M.T. Bores, LLC

Mark Ryan 1-23-2020
By Mark Ryan, Member

STATE OF MISSOURI,
COUNTY OF Howell

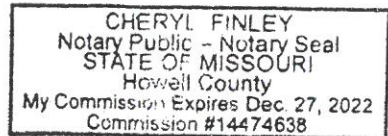
Mark Ryan, on behalf of M.T. Bores, LLC, being first duly sworn, upon his oath says that the statements in the foregoing notice of mechanic's lien are true, as he verily believes.

Taken, subscribed and sworn to before me this 23rd day of January, 2020.

My commission expires: Dec 27, 2022

[Affix Notary Seal]

Cheryl Finley
Notary Public



This instrument was prepared by James W. Lane, Jr.
of Flaherty Sensabaugh Bonasso PLLC,
200 Capitol Street, Charleston, WV 25301

